

# Agenda Item Form

Agenda Date: 08/24/04

Districts Affected: 7

Dept. Head/Contact Information: Mayor & Council, Jim Martinez, (915) 541-4145

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Renew Contract for Staff Assistant.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary & Benefits

## Statutory or Citizen Concerns:

N/A

## Departmental Concerns:

N/A

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ROSA ISELA MORALES**, to assist the Mayor and City Council as a Staff Assistant at a biweekly rate of \$1,193.60 for 40 hours per week. The term of the contract shall be for the period of August 29, 2004 through June 14, 2005. Contract subject to the concurrence of the Civil Service Commission.

**APPROVED** this 24th day of August, 2004.

THE CITY OF EL PASO

---

Joe Wardy  
Mayor

ATTEST:

---

Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

---

Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ROSA ISELA MORALES**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Mayor and City Council, desires to employ the Employee as a Staff Assistant; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Mayor and City Council, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about August 29, 2004 and be completed by June 14, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at a biweekly rate of One Thousand One Hundred Ninety Three and 60/100 Dollars (\$1,193.60). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A.     The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the office of Mayor and City Council, City and County of El Paso, State of

Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
Mayor and City Council  
Attn: CAO  
#2 Civic Center Plaza  
El Paso, Texas 79901

EMPLOYEE: Rosa Isela Morales

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 24th day of August, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Rosa Isela Morales  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Jim Martinez  
Chief Administrative Officer

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 8/26/04

**ATTACHMENT A**  
**SCOPE OF DUTIES STATEMENT**

**STAFF ASSISTANT**

**(EL PASO CONTRACT POSITION)**

---

***General Purpose***

Under general supervision, provides multi-task administrative support and varied problem solving for a City Representative.

***Typical Duties***

Provide diplomatic communication within the organization and with outside agencies, executives, consultants and the public. Involves: Screen incoming telephone calls, direct to proper individuals and take messages. Handle confidential messages and correspondence. Formulate replies and compose letters for representative's signature, external governmental bodies, and the public. Coordinate appointments, meetings, calendar and other day-today issues. Review City Council agenda items. Develop and administer databases, and presentations to facilitate information exchange. Ensure maintenance and safekeeping of files, correspondence, forms, logs and related records and reports.

Perform other para-professional analytical and administrative duties as required. Involves: Attend meetings and hearings on behalf of City Representative to gather information and act as liaison. Conduct research into varied concerns and topics including determining data parameters, gathering and summarizing findings. Direct the work of assigned staff support personnel if delegated team leader responsibility. Substitute for coworkers or subordinates, as qualified, during temporary absences by performing specifically delegated duties and responsibilities sufficient to maintain continuity of normal office services, if assigned.

***Minimum Qualifications***

Training and Experience: Equivalent to an accredited Associate's Degree in Public or Business Administration, Secretarial Science, Pre-Law or a related field, plus four (4) years of increasingly responsible administrative support, secretarial or paralegal experience in a governmental, corporate or law office setting.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent issued by another state.

Special Requirements: Work other than standard workday or workweek hours as necessary.

**ROSA ISELA MORALES**  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## EDUCATION

*UCLA, School of Social Welfare, Master in Social Work 1989.  
University of Texas at El Paso, School of Social Work, BSW, 1987.  
El Paso Community College, Human Services Department, 1985.  
Universidad Autonoma de Cd. Juarez, Chih. Mexico, BSW, 1977.  
Escuela de Trabajo Social de Chihuahua, Chih. Mexico, 1972.*

## PROFESSIONAL EXPERIENCE

### EL PASO, TEXAS

**UNIVERSITY OF TEXAS AT EL PASO. Graduate Student/Teacher Assistant** 2002

*Assisted professor developing attendance roster, seat assignments and grading sheet. Conducted weekly tutoring sessions. Provided individual assistance and tutoring for students in English/Spanish. Administered classroom tests. Collected and recorded student's homework assignments. Evaluated tests and kept track of student's performance.*

**YWCA EL PASO DEL NORTE REGION. Teen Services Administrator** 1998-2001

*Administered all YWCA teen programs (middle and high school) as per approved yearly objectives. Conducted ongoing grant search and writing. Monitored multiple budgets. Developed programs based on funding opportunities and community needs. Directed program evaluation and issued multiple reports. Coordinated program activities with several school districts and local non-profit organizations. Organized annual strategic planning sessions. Developed yearly department objectives and action plans based on expected funding. Staff and volunteer recruitment, training and supervision. Active development of community partnerships. Management of a public recreation facility and staff.*

### SAN ANTONIO, TEXAS

**SELF EMPLOYED. Private Consultant** 1995-1997

*Preparation of Parenting Curriculum reviews. Guidance and Training to Non-Profit Boards. Public and Private Grants Search. Strategic Planning Preparation. Research and training on areas of Teen Parenting Program Development, Male Involvement Strategies, Statistical Data, Cultural Differences in Child-Rearing Practices. Cultural Sensitivity in Dealing with Minority Clients. Community Outreach Campaigns. Mapping and Community Assessments.*

**UNIVERSITY OF TEXAS AT SAN ANTONIO. Assistant to Director** 1998

*Assisted in the administration of a research department. Supervised clerical and student research positions. Compiled program data and prepared multiple reports. Coordinated project evaluations. Monitored and approved expenditures. Oversaw grant compliance and multiple funding allocations. Managed various internal accounts, payroll, purchasing requests, inventory, expenditures, staff travel, mileage, mailing lists, newsletters and staff training. Organized special events. Developed and implemented strategies for successful outreach and recruitment. Established collaborative relationships with various private and public organizations.*

**RETAIN. Program Coordinator.** 1995-1997

*Case management. Coordination of social services to families affected by teen pregnancy and truancy in rural areas. Individual and group counseling. Home and institutional visits. Weekly and monthly reports. Public presentations. Organized weekly coordination meetings with various social services professionals and judges. Handled court mandated cases. Organized parenting classes for Spanish-speaking families. Developed private/public partnerships.*



**ROSA I. MORALES**

Page 2

**LOS ANGELES, CALIFORNIA**

**CITY OF LOS ANGELES, Councilman Richard Alatorre. Council Aide**

**1989-1995**

*Responsible for developing and implementing community improvement projects. Facilitated partnerships between private and public organizations. Provided technical assistance to community groups and non-profit organizations. Coordinated municipal services in emergency situations and served as mediator and advocate for the residents. Additional functions included formulating policy for the Councilman; educating the public on available resources; allocating donated goods; planning and organizing conventions, conferences and community meetings; preparing letters, reports and speeches and recruiting and training volunteers.*

**LOS ANGELES COMMUNITY DEVELOPMENT DEPT. Professional Student Worker 1988**

*Developed an assessment of the English as Second Language (ESL) needs of the existing 75 "Job Training Partnership Act" (JTPA) job training programs in the city. Organization of the ESL Advisory Task Force consisting of representatives from several private, public and government agencies. Wrote the initial concept paper for the proposed ESL/JTPA program and developed a tracking system of job assignments for the staff working at the Planning Unit.*

**LOS ANGELES DEPT. OF CHILDREN'S SERVICES. Social Work Student Worker 1987**

*Analyzed the communications problems between the Department and the staffs of group homes. Conducted a needs assessment and established a committee composed of private and public representatives. Developed the general plan of action for the organization of the First Annual Placement Information Fair for the Los Angeles County Department of Children's Services.*

**EL PASO, TEXAS**

**EL PASO COUNTY COMMUNITY COLLEGE, WOMEN'S CENTER. Peer Counselor 1983-1987**

*Responsible for outreach, recruitment, career and academic advising, testing and financial aid. Provided students with information and referral services within the college and in the community. Developed and implemented programs to serve special populations. Established the first nine, El Paso Community College community based Satellite Educational Centers in low-income neighborhoods, including six public housing projects.*

**EL PASO SHELTER FOR BATTERED WOMEN. Counselor, Field Practicum**

*Managed the telephone hot line, intake and assessment of individuals and families seeking emergency shelter. Conducted individual and group counseling for families affected by domestic violence. Acted as advocate and mediator for victim's needs with the court system, schools and social service agencies. Made presentations at various community meetings. Assisted in training law enforcement staff.*

**MEXICO**

*Experience includes working in a manufacturing company, elementary school, state penitentiary, community health clinic, Catholic home for seniors, municipal day care center and the Tarahumara Indians.*

**HONORS AND AWARDS**

*Civil Service Recognition Award, City of Los Angeles, 1995  
Special Recognition Award, Estrada Courts Housing Project, 1994  
Outstanding Community Involvement, Dolores Mission 1993  
California State Legislature Resolution, Hon. Xavier Becerra, 1991  
Community Service Award, Mothers of East Los Angeles, 1992 & 1995  
Latina Woman of the Year, Mexican American Bar Association, 1991  
Special Recognition Award, Neighbors Helping Neighbors, 1990  
Outstanding Community Services Award, UCLA, Social Work, 1989*